

CONTRACT #Y10-124-DG

THIS AGREEMENT is made and entered into this 1st day of October, 2009 by and between Orange County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "**the County**" and **Orlando Health**, a Florida not for profit corporation, incorporated under the laws of the State of Florida, hereinafter referred to as "**the Agency.**"

RECITALS

1. WHEREAS, the County has received federal funds from the Part AI - HIV Emergency Relief Grant under the Ryan White HIV/AIDS Treatment Modernization Act for health and support services for persons with HIV spectrum disease, and
2. WHEREAS, the County as contractor/Grantee for the United States Department of Health and Human Services, is authorized to purchase said services for persons with HIV spectrum disease, and
3. WHEREAS, the County requires the above-mentioned services from the Agency in order to fulfill its contractual obligations under the aforementioned grant, and
4. WHEREAS, the County desires to contract with the Agency, as one of several agencies, and other organizations in accomplishing the goals, purposes and objectives of the Orlando Eligible Metropolitan Area HIV Health Services Planning Council, and
5. WHEREAS, the Agency wishes to enter into a contract with the County for the aforementioned services, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereby agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED

1. The Agency shall diligently, safely, courteously, and in a timely manner provide the stated services in accordance with the Scope of Services as described in Attachment A. Any and all terms and conditions of this contract and the referenced Request for Proposals that vary from the Agency's proposal shall have precedence.
2. The Agency shall provide the following services:
 - a. The planned or proposed services described in Attachment A, "Agency's Scope of Services," and Attachment B, "Special Conditions of Award," which are hereby incorporated as a part of this agreement.

- b. The Agency shall submit to the County a detailed work plan for each funded service or program that includes goals, objectives, activities, names of staff persons responsible and percentage of time allocated to the Ryan White Part A program, and target completion dates for compliance. No changes of any kind in a work plan shall be permitted without the written approval of the County. The Agency shall notify the County in writing of any proposed deviations or changes to be made to the approved work plan. Any staff changes must be reported as soon as possible but no later than 15 days following the change. The County shall have the sole authority to approve work plans and any proposed revisions.
3. The Agency shall adhere to the schedule of hours of the day and week during which services shall be provided/available, as listed in Attachment A, unless modified by written agreement with the County. The Agency must have a method of providing 24-hour on-call access published for consumers and other providers.
4. The Agency shall provide these services in and for the Orlando EMA (Orange County, Osceola County, Lake County, and Seminole County), Florida unless otherwise specified by the grantee office.
5. The Agency shall notify the County if sufficient staff, facilities and equipment necessary to deliver the agreed upon services cannot be maintained. Failure to notify the County of any such deficiencies, or to adequately provide the services described above, may be considered a breach of this Agreement, and grounds for termination under Article V.
6. The Agency shall require all licensed professionals to have appropriate training and experience in the field in which he/she practices; and to abide by all applicable State and federal laws and regulations and ethical standards consistent with those established for his/her profession; and to possess in good standing all required State of Florida licenses and occupational licenses.
7. The Agency shall make available the personnel identified by the Agency in its approved work plan(s), barring illness, accident, or other unforeseeable events of a similar nature. In such instances, qualified replacement personnel shall be provided. Within 15 days, the Agency shall notify in writing the Ryan White Part A Office of any vacancies or changes in the Agency's Title I funded staff, and specify plans to fill any vacancies including a proposed time line for such actions.
8. All Agency personnel shall be considered to be, at all times, the sole employees of the Agency under its sole direction, and not employees or agents of the County.
9. The Agency shall provide optimal continuity of care to individual consumers by assuring that whenever possible, services are provided by the same person or by a qualified replacement when necessary. The Agency shall make every reasonable effort to notify, in advance or as soon as practical, individual consumers of any change in his or her service provider and who will be his or her new contact.
10. The Agency shall designate a contract liaison who shall monitor contract provisions and the Agency's performance and be available to meet with the County's staff to review activities on an "as needed" basis as requested by the County. The Agency shall notify the County, in writing, of any changes in the Agency's Title I contract liaison

11. In order to insure good order and proper conduct of the contract, the Agency shall have a policy and procedure for and shall take appropriate progressive disciplinary actions against staff that are found to have violated Agency policies and procedures.
12. The Agency shall use its best effort to obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost.
13. The Agency agrees to accept technical assistance from the County with administrative or programmatic issues related to the provision of services.

ARTICLE II

CONFIDENTIALITY

1. The Agency shall establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable state and federal statutes and regulations for the protection of confidential consumer records and electronic exchange of confidential information. The policies and procedures must be in writing and ensure that:
 - a. Areas in which consumer contact occurs must allow for exchange of confidential information in a private manner;
 - b. Documentation is signed and dated by the consumer acknowledging that the consumer has been fully informed of his or her right to confidentiality;
 - c. There is a controlled and secure area for storing and maintaining active and inactive consumer files and medical records;
 - d. Consumer records are not removed from the Agency's premises, unless otherwise required by law;
 - e. Access to consumer records is restricted to authorized personnel of the Agency or the County and their business associates with whom there is a fully executed business associate agreement;
 - f. In all circumstances, the Agency must retain the original or a certified copy of all consumer records;
 - g. Records are not left unattended in areas accessible to unauthorized individuals;
 - h. Access to electronic data is controlled;
 - i. Written authorization, signed by the consumer or his or her legal representative, is obtained for release of consumer records and/or other information;

- j. Requests by consumers to view their personal files and medical records must be honored in a timely manner; such files and records must be reviewed in the presence of an authorized staff person;
 - k. An orientation is provided to new employees and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
 - l. Security policies and procedures limiting access to confidential modem numbers, passwords, and electronic files and medical records related to Ryan White Part A are established;
 - m. Procedures are developed and implemented that address consumer file and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying and faxing.
 - n. When applicable, the Agency is in compliance with the Health Insurance Portability and Accountability Act.
2. The Agency shall sign The Orlando EMA-Ryan White Part A Business Associate Agreement, which is made part of this contract.

ARTICLE III

PAYMENTS

1. The County, through the Ryan White Part A program, shall pay to the Agency in an amount not to exceed \$25,000.00 so long as the Agency is in compliance with all terms and conditions of this contract, such amounts being the maximum compensation to be paid by the County for services provided under this agreement.
2. The County shall pay the Agency as described in Attachment A.
3. The County shall render payments on approved service claims. A claim shall be an itemized invoice on a standard form with all items completed. A claim shall include backup information to justify all amounts invoiced that are based on units of service, including each consumer's unique record number (URN), date of service, number of units, unit cost, and total cost, staff name, separated by service categories and subcategories where applicable, electronic and hard copy must be submitted. The backup information shall be generated by the CAREWare system, and any other backup documentation system as specified or approved by the Ryan White Part A Office. Backup information for service categories that are reimbursed in whole or in part based on a line item budget shall include information specified for that service by the Ryan White Part A Office. Any payment due under the terms of this Agreement may be withheld pending the receipt and approval by the County of all reports and documents

due from the Agency as part of this Agreement and any modifications thereto. The County will not pay for services provided by the Agency to consumers who appear to meet the requirements to qualify for other federal and state benefits, including Medicare and Medicaid, except as herein stated. The County, through the Ryan White Part A program, shall be the payer of last resort.

4. The County maintains the option to suspend payment of any Agency invoice for failure to perform, including, but not limited to, failure to submit required documentation and/or reports and failure to respond to corrective action plan requests. Payment may be withheld until the Ryan White Part A Office determines that the Agency is in compliance.
5. For services that are reimbursed based on units of service that are time increments of a specified length, the following requirements apply:
 - a. A unit of service is based on actual time spent by Agency staff engaged in a reimbursable service activity.
 - b. If a service activity for an individual consumer takes less time than one unit of service on a given day, the billing claim should be rounded up to the nearest one-third unit of service.

Example: for a 15-minute unit, services taking up to 5:00 minutes would be rounded up to 1/3 unit (.33); services from 6:00 – 10:00 minutes would be rounded up to 2/3 units (.67); services taking 11:00 minutes and up would be rounded up to a full unit.
 - c. If multiple units of the same service are provided on the same day, the actual time spent should be totaled and rounded up to the nearest one-third unit of service. The Agency may not round each period of service prior to the summing total.
 - d. Total daily billing claims for the activities of an individual staff member may not exceed the number of units of service equivalent to the amount of time worked by the staff member for that day.
 - e. For any position that is fully or partially paid for by Ryan White Part A funding, the total of all work time of that position allocated to or paid for by all funding sources may not exceed 100% of its total available work time.
6. The Agency shall actively pursue and bill any third-party coverage available for contribution toward the cost of services incurred by such consumers. The Agency agrees to reimburse the Ryan White Part A program any monies received after the County has made payment, or in addition to the County payment, up to the amount paid by the County. The Agency agrees to report any payments received, or are pending receipt at the time of claim submission. The County shall have the right to reduce future payments due the Agency by the amount that has not been repaid within ninety (90) days after the County has requested such repayment per this section.
7. All payments and procedures described in this agreement shall conform to the County's fiscal procedures, and the Agency shall request payment pursuant to the County's fiscal procedures.

8. The Agency expressly understands that it is liable for and accepts responsibility for repayment of any funds disbursed under the terms of this Agreement that may be deemed disbursed in error.
9. Funds shall not be used to:
 - a. Make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made by a third party payer, for the item or service:
 - 1) Under any state compensation program, insurance policy, or any federal or state health benefits program; or
 - 2) By an entity that provides health services on a prepaid basis.
 - b. Purchase or improve land, or to purchase, construct or make permanent improvement to any building.
 - c. Make direct financial payments to recipients of services.

ARTICLE IV

CLAIMS PROCESSING

1. Claims for services must be submitted to the Ryan White Part A Office, 507 E. Michigan Street, Orlando, FL 32806.
2. No later than the 4th working day of each month, the Agency shall submit to the County a reimbursement request for services provided during the Agency's most recent billing cycle. Failure to submit such reimbursement request by the 4th working day of the month shall render the Agency in non-compliance with this Article. The County may require the Agency to forfeit its claim to any payments for that specific month's reimbursement request or the County may invoke the termination provision in this agreement. **Failure to deliver invoices on a timely basis, complete and error free, will delay reimbursement and reflect on the administrative performance rating of the service Agency for subsequent funding awards.**
3. It is anticipated that the County will reimburse the Agency within forty-five (45) days from receipt of complete and error free invoices by the Orange County Comptroller. The Agency shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

ARTICLE V

TERMS OF AGREEMENT AND TERMINATION

1. The term of this Agreement shall be October 1, 2009 through February 28, 2010. The Agency shall provide all contracted services for the entire time period of the contract term. Failure to provide services for the entire time period of the contract term will place

the Agency in non-compliance with this article. Violation of the above provision may also result in being barred from applying for funds for the following year.

2. This agreement may be renewed for up to two additional one-year terms at the sole discretion of the County.
3. Except as otherwise set forth in paragraphs 4 and 5, either party may terminate this Agreement, without cause, thirty (30) calendar days after receipt by the other party of written notice of termination. In the event of termination, the County shall pay for services rendered, prorated to the date of termination. If payments are made to the Agency before services are rendered, the Agency shall remit to the County all excess money paid, prorated to the date of termination.
4. It is further agreed that in the event Ryan White Part A funds to finance all or part of this Agreement do not become available, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' notice in writing to the other party. Said notice shall be delivered by certified mail, telegram or in person. The County shall be the final authority as to the availability of funds and as to how any available funds will be allocated among its various service agencies.
5. If the Agency breaches any term of this Agreement, the County may, by written notice of breach to the Agency, terminate the whole or any part of this Agreement in any of the following circumstances:
 - a. If the Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 - b. If the Agency fails to perform any of the other provisions of this Agreement.
6. Termination as a result of breach of contract shall be upon no less than twenty-four (24) hours' notice, in writing, delivered by certified mail, telegram or in person. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
7. After receipt of a notice of termination and except as otherwise directed, the Agency shall:
 - a. Stop working under the Agreement on the date and to the extent specified in the notice of termination;
 - b. Place no further orders or subcontracts for materials, services or facilities;
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;
 - d. Handle all property and records as directed by the County;

- e. Prepare all necessary reports and documents required under the terms of the Agreement up to the date of termination, including the final report due at the end of the project, if any, without reimbursement for services rendered in completing said reports beyond the termination date;
- f. Take any other actions as directed in writing by the County.

ARTICLE VI

ASSIGNMENT AND SUBCONTRACTS

- 1. The parties deem the services to be rendered by the Agency to be personal in nature. The Agency shall not assign any rights or duties under this Agreement to any other party without prior written permission of the County. If the Agency attempts to assign any rights or duties without prior written permission of the County, the County may declare this Agreement void and the Agency thereupon agrees to forfeit and to remit to the County all payments made pursuant to this Agreement for the entire term of the Agreement.
- 2. The Agency shall not enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the County which shall be attached to the original Agreement and subject to such conditions and provisions as the County may deem necessary; provided, however, that, notwithstanding the foregoing, unless otherwise provided herein, such prior written approval shall not be required for purchase by the Agency of such articles, supplies and equipment which are both necessary and incidental to the performance of the work required under this Agreement; and provided further, however, that no provision of this clause and no such approval by the County of any subcontracts shall be deemed in any event or manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price contained herein.

ARTICLE VII

INDEMNITY, SAFETY AND INSURANCE

- 1. Indemnity. To the fullest extent permitted by law, the Agency shall defend, indemnify and hold harmless the County from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the performance of the Agency's operations under this Agreement.
- 2. Protection of Persons and Property
 - a. The Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operations under this Agreement.
 - b. The Agency shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1) All employees on the job and all other persons and consumers who may be affected thereby;
 - 2) All property, materials and equipment, whether in storage on or off the site, under the care, custody or control of the Agency; and
 - 3) Other property at or surrounding the site, including trees, shrubs, lawns, walks, pavements and roadways.
- c. The Agency shall comply with all applicable licensing requirements, safety laws, ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss.
 - d. In any emergency affecting the safety of persons or property, the Agency shall act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3. Insurance

Unless the Agency is a state operated entity or Agency which is covered under the state 768.28 Florida Statutes, the Agency will have in force the following insurance coverages, if applicable, and shall provide current Certificates of Insurance to the County, with the Certificate Holder listed as the Board of County Commissioners, to verify such coverage:

- a. **Workers' Compensation**: The Agency shall provide Workers' Compensation coverage for its employees with statutory Workers' Compensation limits, and no less than \$100,000.00 for Employer's Liability. **Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials, and this fact must be reflected on the certificate.**
- b. **Commercial General Liability**: The Agency shall provide coverage for all operations, including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall not be less than \$500,000.00 per occurrence, Combined Single Limit (CSL) or its equivalent. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. **The County shall be specifically included as an additional insured on the General Liability policy, and this fact must be reflected on the certificate.**
- c. **Business Automobile Liability**: The Agency shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000.00 per occurrence, Combined Single Limit (CSL) or its equivalent.
- d. **Employee Honesty**: The Agency shall provide coverage for all employees for limits of not less than \$10,000.00 and, in case any work is subcontracted, shall require the subcontractor to provide Employee Honesty.

- e. **Professional Liability (Errors & Omissions) or Medical Malpractice, as applicable** - The Agency shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

All insurance required of the Agency shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County.

All insurance required of the Agency shall contain a provision that forbids any cancellation, changes or material alterations in the coverage without providing thirty (30) days written notice to the County.

All insurance required of the Agency must be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.

The Agency shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Any exceptions to the insurance requirements in this section must be approved in writing by the County, based upon a written request by the Agency on the Agency's letterhead providing full justification for the exception.

Compliance with these insurance requirements shall not relieve or limit the Agency's liabilities and obligations under this contract.

ARTICLE VIII

RECORDS

1. The Agency shall keep orderly and complete records of its accounts and operations in a format acceptable to the County, and shall keep open these records to inspection by County personnel at reasonable hours during the entire term of this Agreement, plus five (5) years after the ending date of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved. Any person duly authorized by the County shall have full access to and the right to examine any of the said records during said period.
2. The Agency must maintain financial records related to funds paid under this Agreement and submit an annual financial statement to the County within one hundred eighty (180) days of the close of the Agency's fiscal year. The financial statement shall be prepared by a qualified independent agent and shall accurately reflect the financial condition of the Agency. In addition, Agencies receiving federal funding from any source of \$500,000.00 or more annually shall comply with federal audit requirements. Audits of government entities, non-profit entities, hospitals, and institutions of higher education must comply with OMB Circular A-133, and audits of for-profit organizations must comply with OMB Circular A-133 in combination with 48 CFR part 31. The Agency must provide Orange County with all required audit reports for each of the Agency's fiscal years for which Ryan White Part A funds are awarded. Audits must be provided for the previous fiscal year within six months of the beginning of this contract. Failure to submit audits in a timely manner shall constitute a breach of contract and may result in termination of the contract.

3. The Agency shall maintain program records related to the services provided under this Agreement and shall submit reports to the County as specified by the Ryan White Part A Grantee Office.
4. The Agency shall maintain records of board members by dates of appointment, ethnicity, gender, and age. The Agency shall keep minutes of Board of Directors' meetings and make them available to the Ryan White Part A Office upon request. The Agency shall expeditiously provide the Ryan White Part A Office with a calendar of the Board of Directors' meeting dates, times and locations. The Ryan White Part A Office may, as one of the program monitoring requirements, conduct an unannounced visit to a Board of Directors' meeting each year.
5. The Agency shall maintain records of employees by job classification, name, dates of employment, ethnicity, gender, and age.
6. A consumer's records must be released within ten (10) working days from receipt of a written and signed request from the consumer or his legal representative.

ARTICLE IX

FEES

If applicable, consumers must be screened and determined to be financially eligible for service and assessed for fees based on the federal poverty guidelines and maximum allowable charges as established by The Ryan White HIV/AIDS Treatment Modernization Act Section 2605(e) and the Orlando EMA's eligibility standards and sliding fee schedules. Eligibility and fees assessed must be documented in CAREWare and copies of this documentation kept on-site, in the consumer's record, by the provider.

All consumer payments collected must be documented and reported in CAREWare, and handled as follows in accordance with CFR 92.25(g)(1) and 74.24(b)(3): **All consumer payments collected are to be considered program income related to the Ryan White Part A program funded by this award, and shall be deducted from the monthly billing statements in the month collected.**

ARTICLE X

EVALUATION

The Agency shall systematically and expeditiously furnish Orange County any and all data needed for the purpose of program monitoring and evaluation. This data shall include information on services provided and any other data that may be required to adequately evaluate program cost and effectiveness of services provided. Program monitoring shall be performed periodically by the County with a Letter of Findings provided if applicable. The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule as instructed by the County within thirty (30) days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in termination of the contract.

ARTICLE XI

REPORTING

The Agency shall keep records of consumers served and the services provided to those consumers adequate to submit reports as required by the County and by the U.S. Department of Health and Human Services, as specified in the County's Ryan White Part A Grant agreement. The Agency shall also utilize the CAREWare system and/or any other software, as designated by the County, in the maintaining of records and submission of reports. It shall be the responsibility of the Agency to keep the CAREWare software updated to the latest version. All updates should be coordinated with the Ryan White Part A Office prior to implementation. These reports shall include:

1. Consumer level (intake) information including consumer identifier (URN), intake date, date of birth, proof of HIV status, gender, race, ethnicity, county of residence, primary language, HIV risk-related behaviors, housing/living situation, documentation of consumer's health care system status, level of HIV infection (HIV/AIDS Status), referral source, zip code, TB status, year of diagnosis, location of diagnosis, annual income, size of household, federal poverty level, insurance status, new or follow-up consumer, specific service provided, number of service units provided, unit cost, multiplier rate, dispensing cost, and total monthly cost per service category. This information should be reported to the Ryan White Part A Office by the 4th working day of every month.
2. The Agency shall submit a monthly progress report to the County, that shall include information regarding accomplishments in the implementation of each funded program; information regarding delays, challenges, and difficulties related to the implementation of each service program and their impact on approved work plan goals, including standards of care and daily operation of funded programs; and, the Agency's strategies for resolving these issues. Additionally, the Agency shall include information on specific performance indicators and outcome measures as identified by the Orlando EMA's HIV Health Services Planning Council and the County.
3. If the Agency provides services funded in full or in part with Minority AIDS Initiative dollars, it shall submit to the County a progress report for any time periods specified by the County, utilizing the Minority AIDS Initiative Report Form, indicating the following information: the Agency's efforts to improve health outcomes; a description of the impact the Ryan White Part A funds have had on the target population(s); unduplicated number of consumers served, including the number of women, adolescent and children receiving each service; amount expended; units of service provided; subpopulations served (homeless, injection drug users, incarcerated/newly released, men who have sex with men, persons with mental illness, substance abusers, etc.); documented evidence of improved health status/outcomes of consumers; and a narrative on the program's accomplishments.

4. The Agency shall provide a Ryan White HIV/AIDS Program Report (RDR), as required by HRSA, to the County in a manner to be prescribed by the County. This report shall include information regarding; Agency contact information; Agency identification and tax payer numbers; the total number of sites for the organization; Agency category; ownership status; minority composition of the organization's Board of Directors; total count of unduplicated consumers served; total number of new consumers served; total number of consumers by gender group; total number of consumers by racial/ethnic heritage group; total number of consumers by age group; estimated percent of consumers under specific HIV exposure categories; estimated percent of consumers who are HIV+; estimated percent of consumers with an AIDS diagnosis; total number of office-based health service and dental care contacts and total number of consumers served; total number of case management encounters and total number of consumers served; total number of visits for home health care services and total number of consumers served; total number of visits for mental health treatment/therapy or counseling and total number of consumers served; total number of visits for substance abuse treatment/counseling and total number of consumers served; total number of consumers that received other social support services; annual HIV/AIDS funding; annual HIV/AIDS expenditure for medications; total number of full time equivalent paid staff providing HIV/AIDS services; total number of full time volunteer staff providing HIV/AIDS services.
5. The Agency shall collect and report to the County, in a format to be provided, information on specific service outcome measures (performance measures) as identified by the Orlando EMA HIV Health Services Planning Council and the County, and included under Attachment A as part of the individual service descriptions.
6. Late submissions and/or failure to comply with contract reporting requirements shall be referenced as a finding against the Agency, shall be considered a breach of contract and may result in contract termination, and may affect future funding recommendations.

ARTICLE XII

CIVIL RIGHTS

1. There shall be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement.
2. It is expressly understood that, upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement for breach of agreement.
3. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) in regard to persons served.
4. The Agency shall comply with Title VII of the Civil Rights Act of 1964 (42 USC 2000e) in regard to employees or applicants for employment.
5. The Agency shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and consumers served.

ARTICLE XIII

AUDIT REMEDIES FOR IMPROPER USE OF FUNDS

1. The Orange County Comptroller (or designee) shall have a right to audit the funds disbursed under the agreement from time to time for compliance by the Agency of the terms, conditions, and obligations of this Agreement. The Comptroller (or designee) shall have full access to all records, documents and information, whether on paper or electronic media necessary to perform this audit.
2. The County shall have all legal and equitable remedies available to it including but not limited to, injunctive relief, right to terminate monthly contribution payments, and/or restitution for any use by Agency of County funds that is not in conformance with the terms of this Agreement.

ARTICLE XIV

OTHER GENERAL CONDITIONS

1. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this Agreement. The parties agree to renegotiate this Agreement if revisions of any applicable laws or regulations make changes in this Agreement necessary.
2. The name of the official payee to whom the County shall issue checks shall be Orange County Health Department.
3. This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are as though physically attached. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.
4. The Agency shall obtain and possess throughout the term of this agreement all licenses and permits applicable to its operations under federal, state, and local laws, and shall comply with all fire, health and other applicable regulatory codes.
5. The Agency agrees to comply with all applicable requirements, policies, guidelines and circulars prescribed by the U.S. Government agencies/departments of Health and Human Services, Public Health Services, HRSA HIV/AIDS Bureau, and Office of Management and Budget.
6. The Agency agrees to comply with all applicable requirements and guidelines prescribed by the County for recipients of funds.
7. The Agency agrees to cooperate with the County in an annual review to ensure that all applicable County guidelines and requirements for fund recipients are being complied with.
8. Execution of this contract does not guarantee funding in subsequent years.

ARTICLE XV

SPECIAL TERMS AND CONDITIONS

ADMINISTRATIVE COSTS CAP

Not more than 10% of the funding awarded for a specific category of services may be used by the Agency for administrative costs, whether such costs are direct or indirect. Agency line item budgets and narrative budget justifications must clearly identify the amount and components of such administrative costs, and must be approved by the Ryan White Part A Office.

COMPUTER REQUIREMENTS

The County will be utilizing CAREWare Version 4.1 over the Internet as its software application to manage and monitor Ryan White Part A funded HIV care in the EMA. A shared server and Virtual Private Network (VPN) connections will be utilized to permit real-time data sharing in a secure environment.

The County has required all agencies contracted under the Ryan White Part A Program to become fully HIPAA compliant. In order to ensure the County is operating within HIPAA rules and guidelines, each Agency is required to sign a Business Associate Agreement with the Ryan White Part A Office for the sharing of Protected Health Information. As part of this process of conversion to CAREWare Version 4.1, the County is extending the right to use its shared server and VPN lines to "Registered Users" (as defined below) who adhere to the terms and conditions set forth herein. An Agency may be provided with appropriate number of licenses for its users at the sole discretion of the County while funding is available. If funding is exhausted, an Agency may be required to purchase additional licenses for its registered users at its own expense. A Registered User is an individual who is an employee of the Agency and who is designated by the Agency and agreed to by the County to use the shared server and VPN lines. All Registered Users shall abide by the security policies established by the Ryan White Part A Program. All Registered Users shall be required to sign an acknowledgement of receipt of the security policies. All Registered Users shall comply with all data entry conventions established for CAREWare.

In consideration for abiding by and strictly adhering to the conditions set forth in a use agreement, the County shall permit Agency access and use of the shared server and VPN lines as follows:

- At the County's sole discretion, the County will permit use of the shared server and VPN lines by the Registered Users under an appropriate number of licenses, with one (1) license assigned to each Registered User.
- Since CAREWare Version 4.1 is web-based, the end user's PC will require DSL or High Speed Internet Connection; Internet Explorer (Browser) Version 6.0; and the County will provide, establish, and maintain VPN accounts for registered users. This would entail the installation of VPN client software.

The Agency may not:

- Use the VPN line for the benefit of or in connection with the rendering of computer or software services for other parties other than the County, or in any manner whatsoever other than as expressly permitted herein;
- Sublicense, transfer, assign, rent, or lease any portion of the system or the right to use the system. The Agency is responsible for the acts of its agents and employees.

The Agency is given the right to access the shared server solely for the purposes described in this section. The Agency shall not tamper with or make any alterations or changes to the Equipment. The Agency shall be financially responsible to the County for any and all damage or unauthorized change to the system. The Agency shall reimburse the County for any loss.

The Agency shall also be liable to the County for any misuse of the shared server or VPN lines, including but not limited to using the system for inappropriate purposes other than those related to the Ryan White Program.

Each Agency must identify and provide a written list to the County of the name of the individuals the Agency has designated to have access to the shared server based on the number of licenses allocated by the County to the Agency. The Ryan White Part A Office shall determine how many licenses the Agency will receive. The County will maintain documentation of the licenses provided to the Agency. In addition, the Agency shall be required to sign the County's tracking forms for all licenses received. The County shall establish those individuals as Registered Users. No employee or agent of the provider is permitted access to the shared server unless he/she is a Registered User and signed the Confidentiality Agreement. The Registered Users and the provider are jointly and severally liable for any misuse of the system.

The Agency must notify the Ryan White Part A Office in writing at least five (5) days prior to any Registered User's final day of employment. If termination is unexpected, the Ryan White Part A Office needs immediate written notice. The Ryan White Part A Office must also be informed in writing of any misuse by a Registered User, as well as if a Registered User changes position with the Agency and should no longer have access. In addition, the Agency must notify the Ryan White Part A Office in writing of any new hire within one week of the first date of employment in order that the employee receives the appropriate Registered User Status.

Agency obligations:

The Agency agrees to comply with the terms and conditions set forth in the use agreement, specifically including, but not limited to, the following:

1. **Have a functional desktop computer with Internet browser (explorer 6.0 or greater) adequate to operate CAREWare Version 4.1.**
2. **Maintain Internet access and a corporate email account, with the capacity to transmit attachments and data files as required by the Ryan White Part A Office.**
3. Identify which of its employees are permitted to have access to the shared server.
4. Identify each employee's job title and a brief description of job duties.

5. Provide detailed Agency/program information.
6. Establish Internet connections and Internet Protocol (IP) addresses for each employee who will have access to the shared server.
7. **Pay for high-speed Internet connection and monthly service, if applicable.**
8. Pay for phone lines(s), if applicable.
9. The Agency shall take all reasonable steps to protect the shared server from use contrary to the terms of the use agreement;
10. The Agency agrees not to allow other businesses or individuals to use the shared server.
11. The Agency shall not permit anyone to have access to the shared server except Registered Users solely in the ordinary course of business, all of who shall observe the restrictions set forth in this section.

CONSUMER ELIGIBILITY AND FEES

If applicable, consumers must be screened and determined to be financially eligible for service and assessed for fees based on the federal poverty guidelines and maximum allowable charges and the Orlando EMA's eligibility standards and sliding fee schedules. Eligibility and fees assessed must be documented and copies of this documentation kept on-site, in the consumer's record, by the provider.

If a provider institutes other consumer charges, the provider is required to use the current federal poverty guidelines and maximum allowable charges. The Ryan White HIV/AIDS Treatment and Modernization Act provides:

APPLICABILITY OF LIMITATION ON AMOUNT OF CHARGE. - The Secretary may not make a grant under section 2601 to an eligible area unless the eligible area agrees that the limitations established in subparagraphs (C), (D) and (E) of paragraph (1) regarding the imposition of charges for services applies to the annual aggregate of charges imposed for such services, without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, copayments, coinsurance, or other charges.

(A) in the case of individuals with an income less than or equal to 100 percent of the official poverty line, the provider will not impose charges on any such individual for the provision of services under the grant;

(B) in the case of individuals with an income greater than 100 percent of the official poverty line, the provider-

(i) will impose a charge on each such individual for the provision of such services; and

(ii) will impose the charge according to a schedule of charges that is made available to the public;

(C) in the case of individuals with an income greater than 100 percent of the official poverty line and not exceeding 200 percent of such poverty line, the provider will not, for any calendar year, impose charges in an amount exceeding 5 percent of the annual gross income of the individual involved;

(D) in the case of individuals with an income greater than 200 percent of the official poverty line and not exceeding 300 percent of such poverty line, the provider will not, for any calendar year, impose charges in an amount exceeding 7 percent of the annual gross income of the individual involved; and

(E) in the case of individuals with an income greater than 300 percent of the official poverty line, the provider will not, for any calendar year, impose charges in an amount exceeding 10 percent of the annual gross income of the individual involved.

All consumer payments collected must be documented and reported in CAREWare, and handled as follows in accordance with CFR 92.25(g)(1) and 74.24(b)(3): All consumer payments collected are to be considered program income related to the Ryan White Part A program funded by this award, and shall be deducted from the monthly billing statements in the month collected.

CONSUMER FOCUS

Consumer Advisory Board

The Agency must have a Consumer Advisory Board. The board should meet no less than quarterly. The Board must consist of at least 4 individuals and the composition of the board must be at least 50% persons living with HIV/AIDS. It is recommended that the composition of the board be reflective of the HIV prevalence in the community.

Consumer Satisfaction Survey

The Agency is required to conduct two consumer satisfaction surveys that are subject to independent review and deliver the results to the Ryan White Part A Office for inspection by July 1 and November 1 of each year.

ELIGIBILITY DOCUMENTATION

Persons Living with HIV/AIDS must be designated as consumers.

To be eligible to receive any Ryan White Part A funded service from the Orlando EMA, a consumer's legal address must be located in Orange, Osceola, Seminole or Lake Counties. Proof of residency is required and must be documented in the consumer's file. A form of picture identification must be included in the file.

Consumers must be documented as being HIV+. Acceptable Proof of Medical Eligibility are Lab test results, which must include a Western Blot or CD4 and HIV viral load or anonymous HIV test with a waiver of anonymity, signed and witnessed. Copies of this documentation are to be kept on-site, in the consumer's file, by the provider.

Verification of income as specified in the Eligibility Policies and Procedures must be in the consumer's file.

FEDERAL POLICY, LAW AND REQUIREMENTS

The Agency agrees to comply with all applicable requirements, policies, guidelines and circulars prescribed by the U.S. Government or agencies/divisions of Health and Human Services, Public Health Service, HRSA, HIV/AIDS Bureau and the U.S. Office of Management and Budget.

FUNDING RESTRICTIONS

Funds received under the agreement shall be utilized to supplement, not supplant, state and local HIV/AIDS related funding or in-kind resources made available in the year for which this agreement is awarded to provide HIV/AIDS related services to persons living with HIV/AIDS. In addition, the Agency agrees to make all necessary efforts to ensure that consumers are appropriately screened for eligibility under all other pertinent benefits programs. Ryan White Part A is the payer of last resort for all services.

Pursuant to Public Health service rules, computer equipment purchased with Ryan White Part A funds remains the property of the Grantee and the Grantee may request return of equipment at the end of the contract.

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Agency shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The Agency must follow Public Health Service and HRSA guidelines in the printing or production of materials paid for with Ryan White Part A funds.

All equipment and products purchased with grant funds should be American-made.

FUNDS FOR OPERATIONS

The Agency **must** have sufficient financial resources to meet the expenses incurred during the period between the purchase of services and payment by the Orange County Comptroller. There will be no advances given by the County.

If the County determines, based on average monthly reimbursements, that the Agency is not spending at a rate that indicates that they will expend their full allocation(s) within the contract period, the dollar amount awarded to the Agency will be reduced accordingly.

If the County determines that Ryan White Part A funds to finance all or part of contracts resulting from this award are not available, the dollar amounts awarded to Agencies may be reduced accordingly. The County shall be the final authority as to the availability of funds and as to how any available funds will be allocated among its various service Agencies.

GRIEVANCE PROCEDURES

The service provider must establish internal grievance procedures and cooperate with the Grantee office in addressing all complaints and/or problems identified by consumers and/or other providers. The provider's internal grievance procedure must include, at a minimum, the following: written notification to Grantee office at the time a consumer grievance is received; a written response to the consumer; the opportunity for the consumer to meet with the provider organization's Executive Director, board member, or their designee; and, on-site availability of the Orlando EMA Consumer Grievance Policy and Procedures and forms. The provider's grievance process must be posted in plain sight.

INCORPORATION

Ryan White Part A funds may not be awarded to private for-profit entities, unless such entities are the "only available provider of quality HIV care in the area." [SEC 2604 (b) (2)(A); SEC 2613 (a)(1)]. Private not-for-profit service providers must be able to show proof of such status by submitting, as part of the proposal, appropriate documentation, specifically, a letter of determination from the Internal Revenue Service indicating the provider has been recognized as a 501(c)(3) provider. The provider must remain active in that incorporation status throughout the term of the contract.

LEVEL OF EFFORT AND FUNDING

It should be clearly understood that the services to consumers are on an "as needed basis." The dollar values referred to in this Agreement in no way constitute a guarantee of the level of effort that may be requested of the Agency or a guaranteed payment of the maximum amount payable.

MEDICAID CERTIFICATION

Agencies who provide Medicaid-covered services must be Medicaid certified. Ryan White Part A funding may not be used to pay for Medicaid covered services for Medicaid beneficiaries.

ORLANDO EMA HIV HEALTH SERVICES PLANNING COUNCIL NOTICES

The service Agency is required to post notices provided by the County regarding Orlando EMA HIV Health Services Planning Council and Orange County activities.

PAYER OF LAST RESORT

Funds from the Ryan White Care Act Part A must be used as a **last resort** in the payment for services for a consumer. Providers must have established policies and procedures for seeking to obtain other funding sources for all consumers served and for documenting such efforts. Agencies who provide services under Ryan White Part A must ensure that all consumers are screened for other payer sources, including but not limited to Medicaid, Medicare, Medicare Part D, or other private or public programs.

PROGRAM EVALUATION AND RESEARCH

The Agency agrees to participate in research, evaluation studies or needs assessments sponsored by the Grantee, the Health Resources & Services Administration (HRSA) or the Orlando EMA HIV Health Services Planning Council to evaluate the effect of consumer service activities, or on the appropriateness and quality of services. Furthermore, the Agency agrees to participate in on-going meetings or task forces aimed to increase, enhance and maintain coordination and collaboration among HIV/AIDS related health and support service Agencies.

The Agency must notify the Ryan White Part A Office in advance of any research or studies being conducted or participated in by the Agency that involves any consumer receiving Ryan White Part A funded services.

PROGRAM IMPLEMENTATION AND WORK PLAN

Service providers are required to submit a detailed Work Plan (**Attachment B**) and any necessary attachments that reflect a service target start date of no more than fifteen days after receipt of written notice of contract award. The work plan must include a cover sheet and a narrative that describes goals, objectives, activities, and staff persons responsible (name and percent of time to be dedicated to Part A activities). Outcomes and indicators must be consistent with those established by the Orlando EMA. Providers are required to inform the County, in writing, of any proposed deviation from the approved Work Plan. The successful proposer(s) will also be required to obtain written approval from the County for any revisions to the approved Work Plan.

PROPERTY ACCOUNTING

The Agency must keep a written inventory on hand for inspection by the Ryan White Part A Office or its designees of all equipment items of \$500 or more in value purchased with Ryan White Part A funds. The Agency further agrees to protect, insure and maintain equipment purchased with Ryan White Part A funds for the useful life of the equipment. The Agency cannot sell, lease, lend, encumber or dispose of the equipment without written permission of the County. Upon termination of this agreement, the Agency shall return equipment purchased with Ryan White Part A funds to the County.

QUALITY MANAGEMENT

The provider must have in place a written quality assurance and continuous quality improvement process that insures ongoing quality assurance activities with regular feedback to staff to promote performance improvement and quality care, in accordance with Orlando EMA Standards of Care. The Agency shall cooperate with the Grantee's quality assurance staff and consultants, reporting requirements and quality management activities. Agencies shall be expected to develop and measure program outcomes and service performance and provide the results to the Ryan White Part A Office.

The provider must develop one Agency-wide QM plan that encompasses all HIV/AIDS care and prevention services. This plan must be reviewed and updated as needed by the Agency QM committee as assigned by the medical director or executive director. The written QM plan must include at minimum the following components: 1) objectives: the QM plan must delineate specific goals and objectives that reflect the program and EMA mission, vision and values; 2) Quality Management Committee: The QM plan must describe the purpose of the QM Committee, its composition, meetings, and required documentation.

All providers must implement a Quality Management (QM) program that assesses the extent to which care and services provided are consistent with federal Public health Services and CDC Guidelines, and Orlando EMA Standards of Care. The QM program must at minimum: 1) identify the leadership and accountability of the medical director or executive director of the program; 2) develop and measure program outcomes and service performance to determine progress toward established benchmarks and goals, and provide the results to the Grantee office; 3) develop a consumer feedback process that utilizes information captured from the Consumer Advisory Boards (CAB), satisfaction surveys and other methods; 4) detail the grievance process that will be used to address and to resolve consumer grievances, and the manner in which the data will be tracked, trended and reported to the QM committee for improvements in care and services; 5) detail a plan for random service chart audits, and a means by which the results of the audits will be reported and discussed in the QM committee meetings.

RECORDS MANAGEMENT

The Agency agrees to safely store and retain all records pertaining to Ryan White Part A according to HRSA/PHS requirements. The Agency must contact the Ryan White Part A Office before destroying any records pertaining to the program. Further, Agencies contracting with the County must be in compliance with the State of Florida laws pertaining to public records. The County may at any time request original or certified copies of records; failure to provide all requested items on a timely basis shall constitute breach of contract and may result in contract termination.

REFERENCE TO HRSA ON AGENCY LITERATURE

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all agencies receiving federal funds shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

REIMBURSEMENT

The service Agency must invoice Orange County on a monthly basis for the service for which a contract has been awarded. The invoice must be on the Orlando EMA Invoice Form or on a modification of that form as approved by the Ryan White Part A Office. Reimbursement shall be on the basis of unit cost and/or line item budget, where applicable. It is anticipated that Agencies will be reimbursed within forty-five (45) days from receipt of complete and error free invoices.

Failure to submit monthly invoices in a manner deemed correct and acceptable by the County, by the fourth working day of each month following the month in which the service was delivered, shall deem the service Agency in non-compliance with the contract and, at the option of the County, the Agency shall forfeit its claim to any reimbursement for that specific month's reimbursement request, or the County may invoke the termination provision in the contract by giving thirty (30) days written notice of such action to be taken. **Failure to deliver invoices on a timely basis, complete and error free, shall delay reimbursement and reflect on the administrative performance rating of the service Agency for subsequent funding awards.**

REPORTS

The service Agency must submit any and all reports to the County for all services for which a contract has been awarded, by the date(s) and time(s) to be specified by the Ryan White Part A Office at a later date. These reports shall include, but are not limited to, the following:

1. Work plan(s) and deviation notices (**Attachment B**);
2. Monthly invoices and expenditure reports;
3. Monthly utilization/demographic report;
4. Quality outcomes and outcome measures;

5. When applicable, quarterly Minority AIDS Initiative (MAI) funding reports;
6. Monthly Women, Infants, Children and Youth (WICY) reports;
7. Annual Ryan White HIV/AIDS Program Report (RDR) - provider level information;
8. Semiannual Ryan White Services Report (RSR);
9. Special request for additional information, as necessary, to comply with federal and County requirements.

All reports are subject to on-site verification and monitoring of provider records. Failure to submit any and all reports in a manner deemed acceptable by the County, by the date(s) and time(s) to be specified, shall deem the provider in breach of contract and may result in termination of the contract. Inaccurate, incomplete, or falsified data will constitute an inadequate report and will not be accepted by the County.

Reporting of utilization/demographic data will require the provider to use the data management system specified by the Grantee office and any custom reports designated by the Grantee office.

SERVICE CONTINUATION

Acceptance of a contract obligates the Agency to budget funds to allow for continuous service throughout the Ryan White Part A fiscal year. Failure to provide continuous services may be grounds to discontinue all services with an Agency and bar the Agency from participation in funding during the next Ryan White Part A Fiscal Year cycle. Agencies are encouraged to meet with the Ryan White Part A Office throughout the year to advise of budget status and changes in budget expectations.

STANDARD FORMS


The Agency is required to incorporate into its procedures and utilize all standard forms developed and distributed by the Ryan White Part A Office, unless alternative forms are approved for use in writing by the Ryan White Part A Office.

TRAINING PLAN

Providers have the responsibility to assure that all staff is properly trained in HIV/AIDS services and resources. The provider must have in place a written training plan for all staff and volunteers. The plan must insure that all staff and volunteers have sufficient education, knowledge, skills and experience to competently serve the HIV/AIDS consumer population. New staff and volunteers must undergo initial orientation and training and all staff and volunteers must participate in ongoing training. Annual training must at a minimum include confidentiality/HIPAA, age and cultural competency, community and social support resources, community HIV/AIDS resources, risk management, process improvement, customer services, ethics, HIV disease information updates, and an update of Ryan White Part A funded services. The plan must list all topics for training and total hours of staff time devoted to staff development during the year. The plan must be updated as appropriate and submitted to the Grantee office as required by the contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY

By: 
Johnny Richardson, CPPO, CFCM
Manager, Purchasing & Contracts

Date: 10-7-09

AGENCY: ORLANDO HEALTH

By: 
Signature

John W. Bortel
Printed Name

Date: 7/22/09

ATTACHMENT A

SCOPE OF WORK

Agency: Orlando Health

Category of Service: Mental Health Services

- **Amount Awarded: \$25,000.00**

a. Units of Service Definition:

Reimbursement for individual and group therapy will be based on a half hour (30 minute) counseling session not to exceed \$30.00 per unit for individual counseling and \$10.00 per consumer for group counseling. Reimbursement for individual counseling units is calculated for each consumer receiving the therapy (i.e., number of individual counseling units per consumer). Whereas, reimbursement for group counseling units are calculated by the number of consumers in group therapy (i.e., number of group counseling units per counselor).

The Agency is required to document in the consumer's file each unit of service performed (including the time spent) as face-to-face encounter or on behalf of a consumer. Units of service must be documented separately for mental health services.

Providers must document mental health diagnosis (DSM-IV) in consumer's record.

- b. Fees: All consumer payments collected must be documented and reported in CAREWare, and handled as follows in accordance with CFR 92.25(g)(1) and 74.24(b)(3); All consumer payments collected are to be considered program income related to the Ryan White Part A program funded by this award, and shall be deducted from the monthly billing statements in the month collected.
- c. Case Conferencing: Service Providers will set up and/or participate in group and/or multidisciplinary team case conferences that include as applicable the consumer's Medical Case Manager, Mental Health provider, Substance Abuse treatment provider, housing case manager, and other providers who are participating in the care of the consumer. Documentation shall include the date of the case conference, names and titles of the participants, biopsychosocial issues and concerns identified, description of guidance and/or follow-up plan, and the results of implementing the guidance/follow-up.
- d. Standards of Care: Services are to be provided in compliance with any applicable *Orlando EMA Standards of Care* as exist on March 1, 2009 or are subsequently adopted. In the event of a conflict between the Standards of Care and the Contract with the County, in all cases the Contract shall take precedence.
- e. Service Locations & Days and Hours of Operation: Services are to be provided within the EMA; Monday – Friday 8:00 am – 5:00 pm.
- f. Method of After Hours Emergency Contact for Consumers: The Agency will develop and publish a method of 24-hour on-call access for consumers, and maintain afterhour's access phone number.

- g. Languages: Services are to be provided in English and Spanish plus interpreter services when applicable.
- h. Key Points of Entry: The Agency is required to develop at least one contract or memorandum of understanding with each “key point of entry” for this service as has been defined by the Grantee Office as of March 1, 2009 or as may be subsequently defined.

ATTACHMENT B

SPECIAL CONDITIONS OF AWARD

The following conditions shall be met by all Agencies as a part of the Agency's performance under the Ryan White Part A (Title I) Program of the Orlando EMA. Delay or failure to complete a special condition will constitute a breach of contract and may result in termination of the contract.

1. As applicable, the Agency must submit to the Ryan White Part A Office not later than October 14, 2009 a work plan which must include a cover sheet and a narrative that describes goals, objectives, activities, staff persons responsible, and target completion dates for the proposed program and in compliance with the Orlando EMA Ryan White Part A Standards of Care; line item budgets, and narrative budget justifications based on actual level of funding for each service category for which it has been awarded funding. The Agency must revise its work plan, line item budget and budget justification to reflect any amendment changing the amount awarded in a service category, within 30 days of the date that the Agency signed the amendment, or within 30 days of making any internal revisions to any of the referenced documents.
2. The Agency must submit to the Part A Office by the fourth working day of each month a monthly program progress report, identifying any programmatic or budgetary issues, accomplishments, deficiencies, changes, etc. in addition to the performance of contract requirements including progress in achievement of program outcomes and performance measures for all funded services. The Agency must utilize the format for the program report designed by the Part A Office.
3. The Agency will submit to the Ryan White Part A Office by October 14, 2009 the Agency's staff-training plan and a Quality Management Plan that reflects the agencies Quality Management Process. The Agency must utilize the framework for the Quality Management Plan designed by the Part A office. The Agency will cooperate with the Grantee's quality management staff, reporting requirements and quality management activities.
4. The Agency will complete one Customer Satisfaction Surveys and submit the results to the Ryan White Part A Office by November 30,2009.
5. The Agency shall have a Consumer Advisory Board. The Consumer Advisory Board will meet at least quarterly throughout the contract year and will consist of at least 50% people living with HIV/AIDS.
6. The Agency shall attend all scheduled Ryan White Part A Office provider meetings.
7. The Agency shall attend all Ryan White Part A Office scheduled quality management training.
8. The Agency agrees to maintain and utilize a corporate e-mail address for the distinct purpose of corresponding electronically with the grantee office.

9. The Agency shall participate in production of EMA newsletter by providing, on a regular basis, news and other pertinent information.
10. The Agency shall participate in and accommodate findings of the consumer grievance process as administered by the Ryan White Part A Office and Grievance Adjustment Board. The Agency must notify the Ryan White Part A Office in writing of all grievances filed and the action taken by the Agency to resolve said grievance regarding Ryan White Part A funded services. The Agency grievance process should be posted in plain sight.
11. The Agency agrees to use all standard forms as designated by the Ryan White Part A Office for administrative or operational purposes, unless the Ryan White Part A Office agrees in writing that the Agency's forms meet or exceed the requirements and standards of the standard forms.
12. The Agency agrees to develop at least one contract or memorandum of understanding with "key points of entry" as defined by the Grantee or the Orlando EMA HIV Health Services Planning Council as of March 1, 2009. A "key point of entry" is defined as; those likely health care access points frequently used by traditionally underserved HIV positive individuals for medical and social service needs.
13. The Agency shall submit all required audits for the previous fiscal year(s) within six months of the beginning of this contract. Failure to submit audits in a timely manner will constitute a breach of contract and may result in termination of the contract.
14. The Agency shall, at a minimum, provide services that are in compliance with any applicable *Orlando EMA Standards of Care* as exist on March 1, 2009 or are subsequently adopted. In the event of a conflict between the Standards of Care and the Contract with the County, in all cases the Contract shall take precedence.